

EXHIBIT 20

**THE BARNES & NOBLE, INC.
COMPREHENSIVE MEDICAL AND DENTAL PLAN**

**As Amended and Restated Effective February 1, 2003
And Amended Through February 1, 2012**

TABLE OF CONTENTS

| | Page |
|---|------|
| ARTICLE 1 Purpose | 3 |
| ARTICLE 2 Definitions | 4 |
| ARTICLE 3 Eligibility and Benefit Effective Dates | 13 |
| ARTICLE 4 Termination of Coverage | 16 |
| ARTICLE 5 Individual Reinstatements | 18 |
| ARTICLE 6 Cost Management Program | 19 |
| ARTICLE 7 Schedule of Medical Benefits | 20 |
| ARTICLE 8 Schedule of Dental Benefits | 34 |
| ARTICLE 9 Coordination of Benefits (COB) | 38 |
| ARTICLE 10 Coverage Continuation Option (COBRA) | 40 |
| ARTICLE 11 General Provisions | 43 |
| ARTICLE 12 Protected Health Information | 48 |
| APPENDIX A List of Participating Companies | 59 |

ARTICLE 11
General Provisions

- 11.1 **Powers, Duties, and Responsibilities** - The Plan Administrator shall administer the Plan in accordance with its terms and shall have the power to approve or deny claims. The Plan Administrator shall have discretionary authority to interpret the Plan's provisions and to determine all questions arising in connection with the administration, interpretation and application of the Plan. The Plan Administrator may correct any defect, supply any information, or reconcile any inconsistency to carry out the purpose of the Plan; provided, however, that any interpretation or construction shall be done in a non-discriminatory manner and shall be consistent with the intent of the Plan. The Plan Administrator may have the power to delegate any of their authority and to allocate any of their responsibilities for the administration of the Plan, including the power to hire one or more third party administrators to carry out the day-to-day processing of claims under the Plan.
- 11.2 **Amendment of the Plan** - To carry out its obligation to maintain, within the limits of the funds available to it, a sound economic program dedicated to providing the maximum possible benefits for covered Employees and covered Dependents, the Plan Administrator expressly reserves the right, in its sole discretion:
- (a) to amend either the amount or conditions with respect to any benefits or provisions of the Plan even though such amendment may affect claims in process and/or expenses already incurred; and
 - (b) to alter or postpone the method of payment of any benefit;
 - (c) to amend any of these General Provisions; and
 - (d) to comply with applicable legal requirements pertaining to the provision of medical and/or dental benefits as they may change from time to time.
- 11.3 **Annual Rates of Contribution** - The Plan Administrator shall annually, or more often if necessary, establish the Plan's annual rates for the contributions required to fund the various benefit provisions of the Plan.
- 11.4 **Employee Contributions** - A formula or specific amount of contribution will be established by the Plan Administrator for Employee and Dependent coverage. This contribution may be changed from time to time, at the sole discretion of the Plan Administrator.
- 11.5 **Purchase and Maintenance of Insurance Policies** - The Plan Administrator may purchase and maintain policies of insurance to protect the Plan from any unforeseen changes or increases in claim benefit liability.
- 11.6 **Recovery of Excess Payments** - Whenever payments have been made by the Plan with respect to Covered Expenses in an amount in excess of the maximum amount of payment necessary to satisfy the intent of this provision, the Plan shall have the right to recover such payments to the extent of such excess, from among one of or more of the following, as the Plan shall determine:
- (a) any person to, or for, or with respect to whom such payments were made;
 - (b) any insurance companies, and
 - (c) any other organizations and
 - (d) by withholding payment of future benefits otherwise payable under this Plan.
- 11.7 **Assignment** - The Covered Individual's benefits may not be assigned to a provider of service except by consent of the Plan or Plan Administrator. The Plan Administrator, or a third party administrator on the Plan Administrator's behalf, shall determine on a claim by claim basis whether such assignments will be honored.
- 11.8 **Facility of Payment** - If a covered Employee is legally incapable of giving a valid receipt for any